



CITY OF JENKS
211 NORTH ELM STREET • P.O. BOX 2007
JENKS, OKLAHOMA 74037-2007
PHONE (918) 299-5883 • FAX (918) 299-4489

MEMORANDUM

To: **Christopher Shrout, City Manager**
F. Robert Carr, Jr., P.E., Assistant City Manager

From: **Anthony Wilkins, P.E., City Engineer** 

Date: **June 23, 2026**

Subject: **Agreement for Professional Engineering Services — Standard Engineering + Field Services**
Construction Observation and Laboratory Services
Elm Street Widening (121st to 131st Streets)

Roadway widening projects require expertise in observation of construction practices, inspection of the work, conformance with design specifications, and the quality of materials used. The small City of Jenks Engineering staff are limited in being able to provide this expertise. As a result, various engineering firms were asked about their abilities to provide construction observation and laboratory services for Phase 2 widening construction of Elm Street (121st to 131st Streets). The intent was to provide equivalent services to those contracted for Phase 1 construction by Standard Engineering + Field Services.

Some other firms were invited to provide a scope of services and fee proposal. One (1) firm provided a proposal for comparison. However, having already developed a relationship and work history of activity in this area, staff have elected to continue using Standard Engineering. They provide "risk based" inspection services to monitor critical construction being performed and do not always require full-time onsite personnel. In addition, they have in-house laboratory sample collection and testing capabilities.

Attached are their Proposal for Construction Management Services, Agreement for Services, and Project Costs. The costs provided are based on projected maximums in each classification and are summarized below:

Construction Management & Laboratory Services Cost Table:

Task	Quantity	Costs
Construction Management		
Inspector	1800 hours	\$216,000.00
Construction Manager	300 hours	\$78,000.00
Resident Engineer	300 hours	\$85,500.00
Inspector OT	2 hrs/week	\$16,824.00
Auditor	40 hours	\$6,600.00
Testing Lab Technician	100 hours	\$12,000.00
Lab Manager	75 hours	\$13,125.00
Subtotal		\$428,049.00

Task	Quantity	Costs
Materials Testing		
Materials Testing		\$33,960.00
Subtotal		\$33,960.00
Additional Project Expenses		
Trip charges	10,000 miles	\$7,500.00
Subtotal		\$7,500.00
Total		\$469,509.00

A total of \$16,000,000.00 was approved by the voters in the 2020 G.O. Bond election. All available bond funds have been allocated as result of awarding Phase 2 construction in the previous agenda item. As a result, funds to perform these services are being requested to be appropriated from the One-Cent Capital Fund fund balance.

Staff requests to award a contract for Construction Management and Laboratory Services for Phase 2 Widening of Elm Street (121st to 131st Streets) in the amount of \$469,509.00 to Standard Engineering + Field Services (Oklahoma City, OK); funding for same to be appropriated from the One-Cent Capital Fund balance to Account No. 27-840-5393.

Attachments:

- Proposal for Construction Management Professional Services Agreement for Services
- Projected Costs

STANDARD ENGINEERING & FIELD SERVICES -- PROJECT DATA SHEET & AGREEMENT FOR SERVICES

To ensure proper report distribution, invoicing, and specification interpretation, please provide the following, in detail, including valid email addresses:

Client Firm/Entity	City of Jenks	Standard Proposal No.:	2509-0001
Address:	211 N. Elm	Project Name/Description:	S Elm Street From 121st South to 131st Street
City, State, Zip Code:	Jenks, OK 74037-2007	Project Location:	Jenks
Project Manager:	Anthony Wilkins	Project Owner:	City of Jenks
PM E-Mail:	awilkins@jenksok.org	Owner Project No.:	
PM Phone:	918-556-7479	Prime Contractor:	
Job No.:		Architect or Engineer:	
Client Agent Phone:			
Client Agent E-Mail:			

Paying Party (if different from Client)

Firm / Organization:	NOT APPLICABLE
Address:	
City, State, Zip Code:	
Project Manager:	
PM E-Mail:	
PM Phone:	
Job No.:	

ACCOUNTING INFORMATION*

AP Contact:	
Address:	
City, State, Zip Code:	
AP Contact Phone:	
AP Contact E-Mail:	
Purchase Order No.:	
Other AP Instructions.:	

Address Project Correspondence to: **Anthony Wilkins**

Authorized Standard Representative: **Colton Roberts**

REPORT DISTRIBUTION*

☐ E-Mail	☐ Web Portal
Firm / Organization:	
Contact:	
E-Mail:	
☐ E-Mail	☐ Web Portal
Company:	
Contact:	
E-Mail:	

☐ E-Mail	☐ Web Portal
Firm / Organization:	
Contact:	
E-Mail:	
☐ E-Mail	☐ Web Portal
Company:	
Contact:	
E-Mail:	

Other Pertinent Information:

Disclosure of Hazardous and Toxic Material and Conditions at the Project (check One)

RESPONSIBLE PARTY is not aware of any hazardous wastes or substances, toxic materials or conditions or petroleum products ("Hazardous Materials") existing at the site of the Project, EXCEPT:

☐ None ☐ Petroleum Fuels Only ☐ Those items Described (attached "Exhibit III" if more space is required)

By signing below, Client and Paying Party (hereinafter collectively Responsible Party) hereby engage Standard to provide the services set forth in PART I, at the Project described above, Responsible Party agrees to pay Standard in accordance with PART II and agrees to be bound by the Standard Terms and Conditions which are incorporated herein by reference. The parties agree:

PART I – Scope of Work, the following is incorporated herein by reference:

Construction Management, Inspection, and Material Testing services as shown on proposal dated March 31, 2026 estimated budget.

PART II – Fee, the following is incorporated herein by reference:

Not to exceed \$469,509.00, per estimated budget in proposal provided March 31, 2026

The Responsible Party agrees to pay Standard's invoices NET 30, 10% interest or \$250 late fee may be charged if invoices are not paid when due, at Standard's discretion. Work may be suspended if payment is not timely received. If an invoice is sent to collections, the Responsible Party agrees to pay all attorney fees, court costs and other incurred expenses related thereto. If the Project is terminated in whole or in part, then the Responsible Party shall pay for services performed prior to Standard's receipt of written notice of such termination, including Standard's reimbursable expenses and actual and reasonable shut-down costs. If a Standard technician is delayed, late or misses a concrete pour, then Responsible party shall be entitled to a discount of up to \$1,000 on concrete testing services, no other remedy shall be applicable, this supersedes any written agreement to the contrary.

Point of Contact: Please call Standard Dispatch to schedule work as far in advance as possible, work must be scheduled at least 24 hours in advance to ensure proper and timely service. Specific testing work cannot be performed if Standard is not contacted in advance of applicable project activities and

certain special inspections can only be performed before subsequent construction activities cover the work to be inspected. Standard will make an effort to meet all dispatch requests, but any work not scheduled 24 hours in advance is not guaranteed and will be done on a first come first served basis. Standard will have no liability or responsibility for work not scheduled 24 hours in advance.

To schedule work please call: OKC 405-528-0541 • Tulsa 918-289-0005 • Lawton 580-353-0872 • Enid 580-237-3130

REPORTS CANNOT BE ISSUED UNTIL THIS DOCUMENT IS COMPLETED AND RETURNED TO STANDARD

Client	Standard Engineering
Signature _____	Signature <u>Colton Roberts</u>
Name, Title _____	Name, Title Colton Roberts V.P Construction Management
Date _____	Date June 18, 2026

STANDARD ENGINEERING & FIELD SERVICES STANDARD TERMS AND CONDITIONS

Standard Engineering & Field Services, herein "Standard", as an independent consultant, agrees to provide certain services. The "Client" and "Paying Party" collectively the "RESPONSIBLE PARTY" agree to pay for services received from Standard. If the Responsible Party executes, issues or initiates a proposal, project data sheet, agreement for services, notice to proceed, chain of custody, purchase order, dispatch request or in any other manner requests or receives services from Standard then the following Standard Terms and Conditions shall be binding and applicable and are incorporated therein by reference :

ARTICLE 1. SERVICES BY STANDARD

a. Standard will perform the services to be provided by Standard pursuant to this Agreement in accordance with generally accepted engineering principles and practices of performance by professionals of ordinary skill existing at the time of performance under similar conditions for the locality where the services are to be performed. The RESPONSIBLE PARTY hereby acknowledges that the Project involves certain inherent risk factors (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) which may adversely affect the results of the Project, even though the services are performed with such care and skill. Data, interpretations and recommendations by Standard will be based solely on information available to Standard. Standard will not be responsible for any other party's use or interpretations of information reported by Standard and/or the recommendation(s) of any other party based on such information. Standard's services do not include the investigation or detection of, nor do the recommendations in Standard's reports address the presence or prevention of, biological pollutants such as mold, fungi, bacteria, viruses; or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If computer software is to be provided to the RESPONSIBLE PARTY as part of the services, RESPONSIBLE PARTY will execute a separate software license agreement. **STANDARD MAKES NO WARRANTIES OR GUARANTEES EXPRESS OR IMPLIED, RELATING TO STANDARD'S SERVICES AND STANDARD SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

b. The Scope of Work cannot be changed, altered or amended except by written agreement signed by both parties. If RESPONSIBLE PARTY and Standard agree in writing for Standard to perform additional services, then Standard will be entitled to an increase in compensation at rates provided in this Agreement. Standard reserves the right to elect not to perform additional services

c. Standard's personnel may be present, either full or part time, to provide observation and field testing of specific parts of the Project in accordance with the Scope of Work. Standard will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any other parties, including RESPONSIBLE PARTY, RESPONSIBLE PARTY's contractors, or any other parties present at the site. Should a contractor be involved in the Project, Standard's work does not include supervision or direction of the work of the contractor, its employees or agents.

d. Title to all samples and waste materials remains with RESPONSIBLE PARTY, and at no time shall Standard take title to the above material. Portions of samples are consumed by testing. Unless otherwise stated in the Scope of Work, the remaining residue of all test samples from the Project tested by Standard shall remain the property of RESPONSIBLE PARTY and shall be handled by Standard as follows: At RESPONSIBLE PARTY's written request, Standard will maintain preservable test samples and specimens or the residue therefrom for 30 days after the report date free of storage charges. After the initial 30 days, upon written request, Standard will retain test specimens or samples for a mutually acceptable storage charge and time period. If RESPONSIBLE PARTY does not make a written request to preserve samples and specimens, then Standard may dispose of the samples or specimens or return them to RESPONSIBLE PARTY at RESPONSIBLE PARTY's expenses. If it is determined that no test(s) are necessary on the sample(s) or determining that a sample originally thought to be NON-HAZARDOUS is in fact HAZARDOUS, then Standard will return the samples to RESPONSIBLE PARTY.

e. Field tests or boring locations described in Standard's report or shown on sketches are based on specific information furnished by others and/or estimates made in the field by Standard personnel. Such dimensions, depths or elevations are approximations and are not warranted to be exact.

f. Standard shall maintain during the performance of the services by it under this agreement if reasonably available, (i) statutory Workers' Compensation liability coverage, (ii) Comprehensive General Liability insurance coverage, and (iii) automobile liability coverage in policy amounts of not less than One Million Dollars (\$1,000,000.00). Standard represents that it currently has professional liability coverage in the aggregate limit of at least One Million Dollars (\$1,000,000.00) and agrees to attempt to maintain such coverage for the period of performance of the Scope of Work and for a period of one (1) year following completion of those services, if such coverage is reasonably available at commercially affordable premiums. For the purpose of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the consultants practicing the same professional discipline in the state where the project is located are able to obtain such coverage.

ARTICLE 2. THE CLIENT'S RESPONSIBILITIES

a. RESPONSIBLE PARTY has obtained access and right of entry to the Project and hereby grants free access and right of entry to the Project to Standard, its employees, agents, and subcontractors, for the purpose of performing all acts, studies and research, including without limitation the obtaining of samples and the performance of tests and evaluations, pursuant to the Scope of Work. RESPONSIBLE PARTY understands that subsurface conditions throughout the site may vary from those apparent at the discrete sampling locations or other sources of subsurface data and that site conditions may change from time to time. RESPONSIBLE PARTY agrees that Standard's proposed sampling locations are approximate and that Standard may depart a reasonable distance from those locations. RESPONSIBLE PARTY accepts that, despite Standard's use of reasonable precautions to reduce damage, invasive services such as drilling, or sampling may damage or alter the site and that site restoration is not provided by Standard unless specifically included in the Scope of Work.

b. RESPONSIBLE PARTY represents that RESPONSIBLE PARTY possesses all necessary permits and licenses required for the performance of the services to be provided by Standard under this Agreement and for the continuation of RESPONSIBLE PARTY and Standard's activities at the Project.

c. RESPONSIBLE PARTY will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by Standard for the proper performance of Standard's services pursuant to this Agreement. Standard may rely upon documents provided by the RESPONSIBLE PARTY in performing the services required under this Agreement; however, RESPONSIBLE PARTY -provided documents will remain the property of the CLIENT. All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by Standard as part of the service, pursuant to this Agreement, shall remain Standard's exclusive property. RESPONSIBLE PARTY agrees that all documents of any nature furnished to RESPONSIBLE PARTY or RESPONSIBLE PARTY's agents or designees, if not paid for, will be returned upon demand and will not be used by RESPONSIBLE PARTY for any purpose whatsoever. RESPONSIBLE PARTY further agrees that under no circumstances shall any documents produced by Standard pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without Standard's prior written consent. If RESPONSIBLE PARTY uses all or any portion of Standard's work on another project without Standard's written permission, RESPONSIBLE PARTY shall defend, indemnify and hold Standard harmless from any and all claims arising from such unauthorized use.

d. RESPONSIBLE PARTY shall be responsible for identifying, locating, and marking, and/or shall arrange for identifying, locating and marking of private subterranean structures or utilities and subsurface structures. Standard shall take reasonable precautions to avoid damage or injury to such utilities and structures. Standard shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified and marked by RESPONSIBLE PARTY or a one-call provider.

Standard shall not be responsible for any damage, liability or costs, or for any property damage, injury or economic loss arising or allegedly arising from damages to utilities or subterranean structures that were not identified, located, or marked by RESPONSIBLE PARTY or the one-call provider, or that were not properly communicated to Standard; or that were

improperly marked on documentation, plans, drawing or utility clearance materials provided to Standard. Standard shall not be responsible for any damage, liability or costs, or for any property damage, injury or economic loss arising or allegedly arising from damages to utilities or subterranean structures caused by subsurface penetrations in locations approved by RESPONSIBLE PARTY and/or the one-call provider, except for damages caused by the negligence of Standard in the use of such information. RESPONSIBLE PARTY waives any claim against Standard and agrees to defend, indemnify, and hold Standard and its officers, directors, employees, shareholders, agents, and subcontractors harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or not accurately located. In addition, RESPONSIBLE PARTY agrees to compensate Standard for any time spent or expenses incurred by Standard in defense of any such claim, with compensation to be based upon Standard's prevailing fee schedule and expense reimbursement policy.

e. RESPONSIBLE PARTY shall provide, or cause to be provided, to Standard all documents and information known or available to RESPONSIBLE PARTY that relate to the identity, location, quantity, nature, or characteristic of any Hazardous Material (i.e., hazardous waste under RCRA, hazardous substance under CERCLA, hazardous constituent, toxic material, radioactive material, contaminated material, or petroleum product) on, under, or near the site, and shall immediately transmit new, updated, or revised information as it becomes available.

f. Unless otherwise provided herein, RESPONSIBLE PARTY shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Standard from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Standard's possession and control and directly associated with Standard's equipment. In the event a third party commits an act or omission which results in pollution or contamination for which either Standard or RESPONSIBLE PARTY, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Standard and RESPONSIBLE PARTY, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

g. RESPONSIBLE PARTY shall release Standard of any liability for, and shall defend and indemnify Standard against, any and all claims, liability and expense resulting from operations under this Agreement on account of any alleged injury to, destruction of, or loss or impairment of any property right in or to oil, gas, water or other mineral substances, if at the time of the alleged act or omission causing injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth. RESPONSIBLE PARTY shall release Standard of any liability for, and shall defend and indemnify Standard against, any and all claims, liability and expense resulting from operations under this Agreement on account of any alleged loss or damage to any formation, strata, or reservoir beneath the surface of the earth.

h. RESPONSIBLE PARTY agrees to pay Standard's invoices NET 30, a 10% interest charge or \$250 late fee may be charged if invoices are not paid when due, at Standard's discretion. Work may be suspended if payment is not timely received. If an invoice is sent to collections, RESPONSIBLE PARTY agrees a \$250 fee shall be added to the balance due and further agrees to pay all attorney fees, court costs and other incurred expenses related thereto.

i. RESPONSIBLE PARTY shall provide all contact information and other information requested and necessary to ensure proper report distribution, invoicing, and specification interpretation, which shall include current address, valid email addresses and valid telephone numbers.

j. If RESPONSIBLE PARTY has any objection to a Standard invoice, RESPONSIBLE PARTY must so advise Standard in writing giving the reasons for such objections within 14 days of receipt by the RESPONSIBLE PARTY of such invoice and shall promptly pay the undisputed portion. Payment shall constitute final approval of all aspects of the corresponding Work performed to date by Standard.

k. If the Project is terminated in whole or in part, then Standard shall be paid by the RESPONSIBLE PARTY for services performed prior to

Standard's receipt of written notice of such termination, including Standard's reimbursable expenses and actual and reasonable shut-down costs.

l. It is the RESPONSIBLE PARTY'S obligation to call Standard Dispatch to schedule work as far in advance as possible, work must be scheduled at least 24 hours in advance to ensure proper and timely service. Specific testing work cannot be performed if Standard is not contacted in advance of applicable project activities and certain special inspections can only be performed before subsequent construction activities cover the work to be inspected. Standard will make an effort to meet all dispatch requests on a first come first served basis. Any work not scheduled at least 24 hours in advance is not guaranteed to be fulfilled or performed by Standard and Standard will have no liability or obligation to perform such work.

ARTICLE 3. PUBLIC LIABILITY: Except for claims by employees of Standard for Workers' Compensation, in the event any third party brings suit or claim for damages against Standard alleging exposure to or damage from material, elements or constituents at the Project before, during, or after the services are performed by Standard or any of its agents pursuant to this Agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulted in costs for remedial action, uninhabitability of any property, or any other property damage or loss of any kind, then RESPONSIBLE PARTY agrees at its sole cost to defend Standard in any such suit or claim and to indemnify and hold harmless Standard and its officers, directors, employees and shareholders from and against any loss, damages, liabilities and cost (including, but not limited to, reasonable attorney fees) and to pay on behalf of Standard and its officers, directors, employees and shareholders any judgment entered against Standard and its officers, directors, employees and shareholders, including any interest thereon. RESPONSIBLE PARTY will have the right to investigate, negotiate and settle, with Standard's written concurrence, any such suit or claim, and Standard will cooperate in the defense of any such suit or claim.

ARTICLE 4. GENERAL CONDITIONS, NOTIFICATION, LIMITATION OF LIABILITY AND INDEMNIFICATION

a. Except as otherwise provided in this Agreement, Standard and RESPONSIBLE PARTY shall defend, indemnify, and hold harmless the other, their agents, and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Standard and RESPONSIBLE PARTY, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR: LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

b. Notwithstanding any other provision of these Terms and Conditions, and to the fullest extent permitted by law, neither RESPONSIBLE PARTY nor Standard, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the RESPONSIBLE PARTY and Standard shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

c. To the fullest extent permitted by law, and notwithstanding any other provision of these Terms and Conditions, the total liability, in the aggregate, of Standard and Standard's officers, directors, employees, shareholders, agents, and subcontractors, and any of them, to the RESPONSIBLE PARTY, for any and all claims, losses, costs, or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or this Agreement from any cause or causes shall not exceed the total compensation received by Standard under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, except that this limitation does not apply to the extent damages are paid under Standard's Comprehensive General Liability Insurance or automobile liability insurance. Notwithstanding the above, with respect to concrete testing working, in the event a Standard technician is delayed, late or misses a concrete pour, then Responsible Party shall be entitled to a discount of up to \$1,000 on concrete testing services, no other remedy or damage shall be available, this provision supersedes any written or verbal agreement to the contrary.

d. The RESPONSIBLE PARTY further agrees, to the fullest extent permitted by law, to limit the liability of Standard and Standard's officers, directors, employees, shareholders, agents, and subcontractors, and any of them, to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of Standard and Standard's subcontractors to all those named shall not exceed Standard's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law, except that this limitation does not apply to the extent damages are paid under Standard's Comprehensive General Liability Insurance or automobile liability insurance.

e. Notwithstanding any other provision of these Terms and Conditions, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project or to this Agreement.

f. Either party may terminate the services upon giving the other party not less than seven (7) calendar days written notice or by mutual agreement. The receiving party shall have that seven (7) calendar day period in which to cure the default. If the services are terminated by either party, Standard shall be paid in full for all services performed prior to Standard's receipt of the termination notice, in addition to Standard's reimbursable expenses and actual and reasonable shut-down costs.

g. Neither RESPONSIBLE PARTY nor Standard may delegate, assign, sublet or transfer its duties or interest in this Agreement without the prior written consent of the other party, except Standard may retain the services of subcontractors to assist Standard in performance of its duties and obligations hereunder.

h. Notwithstanding any other provision of this Agreement, in the event where Standard personnel fail to report to the project site within 60 minutes of the scheduled time frame due to unforeseen conditions outside of Standard's control, and where the workorder by RESPONSIBLE PARTY was placed a minimum of 24 hours prior to the work taking place, Standard's liability shall be limited to and shall not exceed Standard's total fee for services scheduled for that specific day's work order.

i. Notwithstanding any other provision of these Terms and Conditions, is Agreement, in the event where Standard personnel's equipment malfunctions during the performance of the job duties at the project site, Standard will make every effort to replace malfunctioning equipment in a timely manner. However, Standard shall not be liable for costs, damages or delays resulting from any such malfunction at the job site.

j. Fee Schedules and estimated budgets are subject to the following, and Responsible Party agrees to these provisions: (i) cancellation of work after a technician is dispatched will result in charges for technician time and mileage; (ii) if Standard personnel mobilize and the project site is not ready or is not accessible, then charges for the technician time, mileage, and re-mobilization will be charged; (iii) a fee for report preparation, review and distribution will be charged for each report, with the exception of lump sum projects; (iv) rush fees on laboratory and field services are not included in any proposal and will be charged at the regular

rate x 1.5, whenever rush is requested; (vi) Overtime shall mean work performed, scheduled or requested outside of 5AM to 7PM Monday through Friday or anything in excess of 8 hours in a given day and shall be charged at regular rate x 1.5, however Holidays (Christmas, New Year's, Thanksgiving, Independence Day, Memorial Day and Labor Day) shall be charged at regular rate x 2.0; (vii) engineering and project management time for meetings and consultation is not part of any proposal and will be charged at the standard unit rates on a 30 minute interval;

k. Notwithstanding any other provision of this Agreement, for geotechnical work, Standard is not responsible for minor damage at the project site, such as rutting or damage to landscape or plants, cracking in light duty concrete or damage to asphalt paving (i.e. sidewalks and driveways) which may occur during field exploration due to the size and weight of the drilling equipment. Any remediation or repair of damages related to the use of such equipment in order to perform the field exploration shall be the sole responsibility of the Responsible Party.

ARTICLE 5. UNFORESEEN OCCURRENCES:

If during the performance of services by Standard under this Agreement, any unforeseen hazardous substances or petroleum products or constituents thereof or other unforeseen conditions or occurrences are encountered which in Standard's sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the Scope of Work, Standard and RESPONSIBLE PARTY will mutually agree to revise the Agreement to include consideration of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or Standard may, at its option, terminate this Agreement effective on the date specified by Standard in writing.

ARTICLE 6. LITIGATION ASSISTANCE: Unless expressly set forth in the Scope of Work, the Scope of Work does not include costs of Standard for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the RESPONSIBLE PARTY. All such services required or requested of Standard, except for suits or claims between the parties to this Agreement, will be reimbursed by the RESPONSIBLE PARTY according to Standard's normal rates and charges for such services and payment for such services shall be in accordance with this Agreement.

ARTICLE 7. FORCE MAJEURE: Standard is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the reasonable control of Standard.

ARTICLE 8. NO THIRD-PARTY BENEFICIARIES: This Agreement and Standard's performance of the Scope of Work are for Standard's and RESPONSIBLE PARTY's sole benefit and exclusive use with no third parties intended. Reliance upon Standard's performance of the Scope of Work and any work product is limited to RESPONSIBLE PARTY and is not intended for third parties. For a time period limited to three months following Standard's completion of the Scope of Work and submittal of any work product in the form of a report, Standard will issue additional reports addressed to, and for the use of, other parties designated by RESPONSIBLE PARTY, contingent upon each such party signing and returning Standard's reliance agreement and Standard receiving the agreed-upon fee for each additional report so issued.

ARTICLE 9. SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating the responsibility or liability between RESPONSIBLE PARTY and Standard shall survive the completion of the services and the termination of this Agreement.

ARTICLE 10. INTEGRATION: These Terms and Conditions, the documents attached hereto, and which are incorporated herein or document which incorporate these Terms and Conditions constitute the entire agreement between the parties and cannot be changed or amended except by a written instrument signed by all parties hereto. In the event RESPONSIBLE PARTY issues a purchase order or similar form to authorize or otherwise administer payment for Work, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken.

ARTICLE 11. GOVERNING LAW AND VENUE: These Terms and Conditions and the agreement between the parties shall be governed in all respects by the laws of the State of Oklahoma. Each of the parties hereto shall only enforce a claim arising out of this Agreement in the appropriate state or federal court having subject and personal jurisdiction located in Oklahoma City, Oklahoma. For purposes of any action or proceeding

instituted with respect to any such claim, except those for which RESPONSIBLE PARTY must first pursue Dispute Resolution as provided herein, all of the parties hereto irrevocably submit to the jurisdiction of such courts and irrevocably consent to service of process out of such courts by mailing a copy of the summons and complaint, by certified mail, return receipt requested, postage prepaid to each party at the address provided for such party in this Agreement.

ARTICLE 12. DISPUTE RESOLUTION: RESPONSIBLE PARTY shall not be entitled to assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Standard unless and until RESPONSIBLE PARTY has first obtained a written opinion from an independent, registered professional of the relevant discipline ("Expert") that Standard has violated the standard of care applicable to Standard's performance of the Scope of Work. The opinion must contain: (a) the name and license number of the Expert; (b) the qualifications of the Expert, including a list of all publications authored in the previous 10 years and a list of all cases in which the Expert testified within the previous 4 years; (c) a statement by the Expert setting forth the factual basis for the Claim; (d) a statement by the Expert of each and every act, error, or omission that the Expert contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Expert of all opinions the Expert holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Expert; and (g) a list of every individual who provided Expert with any information regarding the Project. The opinion is a condition precedent to the right of RESPONSIBLE PARTY to assert any Claim in any litigation or arbitration and RESPONSIBLE PARTY's failure to timely provide an opinion to Standard will be grounds for automatic dismissal of the Claim with prejudice. RESPONSIBLE PARTY shall furnish this opinion to Standard and the parties shall endeavor to resolve the dispute within thirty (30) days, after which RESPONSIBLE PARTY may pursue its remedies at law. The prevailing party in any litigation relating to a Claim shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Claim. Notwithstanding the above, Standard may pursue collection of any past due balance without engaging in dispute resolution, and Responsible Party shall pay interest fees, late fees, and/or collection fee, at the discretion of Standard, as well as, any and all attorney fees, court costs and other incurred expenses related to the collection efforts.

ARTICLE 13. INDEPENDENT CONTRACTOR: In performing services under this Agreement, Standard shall operate as, and have the status of, an independent contractor and shall not act as or be an employee of the RESPONSIBLE PARTY.

ARTICLE 14. SUBCONSULTANTS: Standard may utilize as necessary in its discretion subconsultants or other subcontractors. Standard will be paid for all services rendered by its subconsultants and other subcontractors as set forth in this Agreement.

ARTICLE 15. NOTICE: Notices shall be sufficiently given if sent by certified mail, postage prepaid, to each of the parties at the address noted for such party in this Agreement, or such other address as shall be furnished in writing by either party.

ARTICLE 16. ENTIRE AGREEMENT: This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the RESPONSIBLE PARTY and Standard.

FEE PROPOSAL					
Contract Identification # 		Task Order # Elm P2			
<u>Compensation Method</u>					<u>Task Order Budget Total</u>
Lump Sum 		Hourly	\$ 428,049.00	\$ 469,509.00	
Cost Per Unit of Work \$ 41,460.00		Cost Plus Fixed Fee \$ 			
Project Time Estimates					
Construction Contract Time 420		Complete by Date 			
Estimated Start Date 		Estimated Work Weeks 60			
Project Labor					
Classification	Hourly Rate	Anticipated Overtime	Time on Project	Total Cost	
Resident Engineer	\$ 285.00		300	\$	85,500.00
Senior Construction Manager	\$ 260.00		300	\$	78,000.00
Inspector	\$ 120.00		1800	\$	216,000.00
Inspector OT	\$ 140.20	2 hrs/week	120	\$	16,824.00
Auditor	\$ 165.00		40	\$	6,600.00
Lab Technician	\$ 120.00		100	\$	12,000.00
Lab Manager	\$ 175.00		75	\$	13,125.00
Labor Total				\$	428,049.00
Materials Testing					
Test Type	Quantity	Unit	Cost per Unit of Work	Total Cost	
CLSM Cylinders	1	Set of 5	\$160.00	\$	160.00
Concrete Fresh Test	35	Each	\$160.00	\$	5,600.00
Concrete Cylinders	21	Set of 5	\$160.00	\$	3,360.00
Sieve Analysis	15	Each	\$175.00	\$	2,625.00
HMA	18	Each	\$550.00	\$	9,900.00
Cores	17	Each	\$85.00	\$	1,445.00
Roadway Density(SSD)	17	Per Lot	\$125.00	\$	2,125.00
Soil Classification	5	Each	\$160.00	\$	800.00
Proctor	7	Each	\$235.00	\$	1,645.00
Nuclear Densities	60	Each	\$105.00	\$	6,300.00
Testing Totals				\$	33,960.00
Additional Project Expenses					
Trip Charge	Miles 10,000	Rate \$0.75	\$7,500.00		
				\$	7,500.00